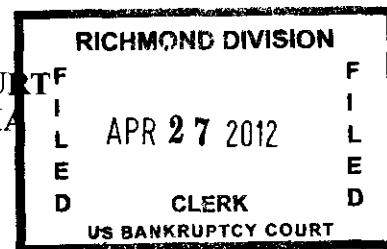


**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
RICHMOND DIVISION**



In re: : Chapter 11  
:   
CIRCUIT CITY STORES, INC., et al..., : Case No. 08-35653-KRH  
:   
Debtors. : (Jointly Administered)  
:   
:

**RESPONSE IN OPPOSITION TO LIQUIDATING TRUST'S  
THIRTY-FIRST OMNIBUS OBJECTION TO CLAIMS**

State of New York )  
 ) ss:  
County of Westchester )

Christopher J. Whitton, Esq being duly sworn, deposes and says:

1. I am a member of Rende, Ryan & Downes, LLP, and have authority on behalf of Rende, Ryan & Downes, LLP to submit this Response in Opposition. I base this affidavit upon my personal knowledge as well as review of records regularly made and maintained by Rende, Ryan & Downes, LLP.

2. I am not admitted to practice before this Court for the Eastern District of Virginia, Richmond Division, and submit this affidavit otherwise as the duly authorized representative for the pro se claimant, Rende, Ryan & Downes, LLP.

3. The claimant has submitted a claim in the amount of \$27,779.88. This represents legal services, along with disbursements and expenses incurred therewith, provided to the debtor in several personal injury and/or property damage lawsuits commenced against the debtor in the State of New York.

4. Copies of invoices for each litigation matter, detailing the legal services (and disbursements and/or expenses) provided, the date when it was provided and the amount charged, were submitted with claimant's original claim, and relied upon herein.

5. The debtor retained this firm for each litigation matter through its authorized agent, Sedgwick Management Services, Inc. Attached hereto as Exhibit "A" is a copy of a correspondence dated February 20, 2007, along with debtor's "Outside Counsel Guidelines" relating to one of the several litigation matters claimant has submitted a claim herein. Each and every matter of which a claim has been submitted has the same retention letter and guidelines, which is available for inspection by the debtor and copies to this Court if so desired.

6. Both the correspondence and the "Guidelines" demonstrate debtor's retention of the claimant for the legal services detailed in the invoices provided.

7. I personally oversaw all of these matters, and performed the majority of legal services rendered. These services were rendered as agreed to between Circuit City Stores, Inc. and Rende, Ryan & Downes, LLP, and invoices of said services were regularly paid by Circuit City Stores, Inc. until a period of time prior to the bankruptcy filing. Attached hereto as Exhibit "B" is a correspondence as maintained by this office drafted and delivered to Circuit City Stores, Inc. dated September 30, 2008 confirming the agreement for legal services and the hourly rate charged and agreed to by Circuit City Stores, Inc. for said legal services. Thereafter, Circuit City Stores, Inc. demonstrated its ongoing relationship by paying invoices consistent with Exhibit "B".

8. The amount of \$27, 779.88 represents the total amount due and owing by Circuit City Stores, Inc. for said services, disbursements and expenses at the time of the underlying bankruptcy filing. Said amount has not been satisfied and remains outstanding.

9. The objection to this claim by "The Trust", disputing "...the basis and validity of the claim in its entirety" is without merit. Each and every legal service detailed in the submitted invoices were provided by Rende, Ryan & Downes, LLP, either personally by this affiant or another employee of Rende, Ryan & Downes, LLP, pursuant to an ongoing business arrangement in which the debtor agreed, and for years prior to the bankruptcy filing adhered to, to pay an hourly rate for the legal services provided.

10. The legal files, as prepared and maintained by Rende, Ryan & Downes, LLP, are still in the possession of Rende, Ryan & Downes, LLP and available for inspection by Counsel for "The Trust" upon reasonable notice. Copies of same can be readily provided to the Court if it so desires.

11. Debtor's objection is also insufficient as it does not state with any specificity, nor attached any exhibits, supporting its claim that Debtor's books and records allegedly contradict or invalidate claimant's claim. (Referencing paragraph No. 23 of the Objection). The claimant did not provide merchandise as referenced in (i), does not hold any credits or deposits towards liability as referenced in (ii), the liability of debtor to Rende, Ryan & Downes, LLP has not been previously satisfied as per (iii), and referencing (iv), as demonstrated herein, there existed an ongoing relationship by which debtor was bound and owing to the claimant for legal services rendered. *Debtor should not be permitted to submit documentation in reply to this opposition thereby preventing the claimant from addressing such.*

12. Accordingly, it is respectfully requested the Objection and relief requested by the debtor to the claim submitted on behalf of Rende, Ryan & Downes, LLP be denied in its entirety, and that the claim be submitted to the Trust for compensation.

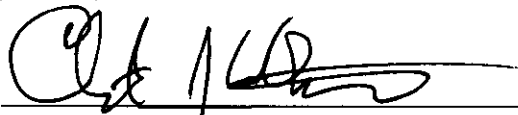
Dated: April 26, 2012  
White Plains, New York

Sworn to before me this  
26th day of April, 2012.

  
Notary Public

**MELISSA GOODMAN**  
**NOTARY PUBLIC, STATE OF NEW YORK**  
**NO. 01GO6186608**  
**QUALIFIED IN WESTCHESTER COUNTY**  
**COMMISSION EXPIRES MAY 5, 2016**

Respectfully submitted,

By:   
CHRISTOPHER J. WHITTON, ESQ.  
RENDE, RYAN & DOWNES, LLP.  
202 Mamaroneck Avenue  
White Plains, New York 10601  
(914) 681-0444  
(914) 681-0875 fax

TO: Jeffrey N. Pomerantz, Esq.  
Andrew W. Caine, Esq.  
(admitted *pro hac vice*)  
PACHULSKI STANG ZIEHL & JONES, LLP  
101000 Santa Monica Boulevard  
Los Angeles, California 90067-4100  
310-277-6910  
310-201-0760

Lynn L. Tavenner, Esq. (VA Bar No. 30083)  
Paula S. Beran, Esq. (VA Bar No. 34679)  
TAVENNER & BERAN, PLC  
20 North Eighth Street, 2<sup>nd</sup> Floor  
Richmond, Virginia 23219  
804-783-8300  
804-783-0178



## **Sedgwick CMS**

*Sedgwick Claims Management Services, Inc.*  
1117 Perimeter Center West, Suite 500E, Atlanta, GA 30338  
Telephone 800-932-4464 ext.13071 Facsimile 770-901-3153

February 20, 2007

Rende, Ryan & Downes, LLP  
Attn: Chris Whitton  
202 Mamaroneck Avenue  
White Plains, NY 10601

Our Client: Circuit City  
Claim Number: 20050710267  
Plaintiff: Jo Ann Holecek and Richard Holecek  
Date of Incident: July 07, 2005

Dear Mr. Matthes,

Sedgwick Management Services, Inc. handles general liability claims on behalf of Circuit City. All future inquiries should be sent to the undersigned for handling. Please accept this letter as a request for your services.

We are in receipt of a summons and complaint, and Circuit City has approved your firm to be used as defense counsel for the above captioned claim.

Should you accept this assignment, please review the enclosed file materials and information and advise the examiner and Circuit City Risk Management accordingly.

I look forward to working with you to resolve this matter.

Sincerely,

*Melisha Grogan*

Melisha Grogan  
Liability Claims Examiner III

**Circuit City Stores, Inc.  
Risk Management Department**

**Outside Counsel Guidelines**

**A. Summary**

The need to maximize efficiency and mitigate costs extends to every Circuit City department and function, including the Risk Management Department and the use of outside counsel. The guidelines within summarize the expectations of Circuit City Stores, Inc. regarding the handling of litigated cases.

**B. Contact Information**

When the Risk Management Department retains a law firm, it is because we seek to work with a particular attorney at that firm, and not because we seek to retain other lawyers in the firm with whom we may or may not be acquainted. Unless we agree otherwise, we expect the retained attorney to stay involved in the matter. At a minimum, he or she should help manage the relationship with the Risk Management Department in order to meet the expectations set forth in these guidelines.

Unless informed to the contrary, Sedgwick CMS will be the primary contact for all matters concerning reporting and correspondence. All questions should be directed to that individual. All contact with Circuit City locations and associates should initially come through Circuit City's Risk Management Department. The Risk Management Analyst is Richard Meador. Contact with our claims administrator, Sedgwick CMS, should be directed to examiner Melisha Grogan.

**A.**

Richard Meador  
Risk Management Analyst  
9954 Mayland Drive  
Richmond, VA 23233-1464  
804-527-4000 Ext. 3055  
804-527-4187 Fax  
Richard\_Meador@CircuitCity.com  
Mgrogan@sedgwickcms.com

**B.**

Melisha Grogan  
Sedgwick CMS  
P.O. Box 190670  
Atlanta, GA 31119  
770-901-3071 Phone  
770-901-3153 Fax

**C. Legal Expenses and Costs**

The outside managing attorney should make certain that legal services are delivered as efficiently and economically as possible. Excessive lawyering

compounds the familiarization cost as well as the cost of coordination. It is essential that every effort be made to hold down legal fees and expenses.

All work assignments should be carefully reviewed in advance by the outside managing attorney to make sure that they are well conceived and likely to make a significant contribution to the law firm's handling of the matter. Please note that all invoices for legal expenses incurred must be remitted quarterly (and not monthly) to the assigned Sedgwick examiner. Please do not send legal bills to Circuit City risk management.

**D. Requests For Information**

Requests for information, including Answers to Interrogatories, should be directed to both A and B, above, who will coordinate responses to alleviate duplication of efforts. If there are any jurisdictional restrictions that prevent this process, you should submit an explanation to both A and B outlining such restrictions.

**E. Reporting in Litigation Matters**

Absent specific authorization from the Risk Management Department that this requirement be waived, outside counsel must provide the following:

1. Within forty-five (45) days after the assignment, the attorney should prepare a written report, and address, at a minimum, the following:
  - (a) Summary of liability
  - (b) A breakdown of damages
  - (c) Important discovery dates, trial dates, etc
  - (d) Evaluation of the case (i.e. Judges, Attorneys, Venue)
  - (e) Estimate of settlement and jury ranges
  - (f) Plan of action for the next 90 days
  - (g) Litigation budget forecast
2. At a minimum, a written quarterly evaluation of the status of the case should be provided to both A and B, above:
  - (a) June 1
  - (b) September 1
  - (c) December 1
  - (d) March 1
3. Forty-five (45) days before the close of discovery, a written report covering the same items as E (1) should be provided to assess the progress of the case and any final discovery that needs to be completed.

4. As developments occur, counsel should report, in writing, all significant developments, which may affect the case. Key issues outside of reporting, such as attorneys leaving the firm that affect Circuit City should be brought to our attention immediately.



**RENDE, RYAN & DOWNES, LLP**  
**ATTORNEYS AT LAW**

JAMES J. DOWNES  
ROBERT D. RYAN  
JOSEPH G. RENDE  
FRANK J. CAROLLO  
MICHAEL F. GRADY  
CHRISTOPHER J. WHITTON◊  
PATRICIA LACY◊  
ROLAND T. KOKE\*

JOHN POLINSKY  
JONATHAN REED□

◊ALSO ADMITTED IN CONNECTICUT  
\*ALSO ADMITTED IN MASSACHUSETTS  
□ALSO ADMITTED IN NEW JERSEY

202 MAMARONECK AVENUE  
WHITE PLAINS, NEW YORK  
10601  
(914) 681-0444  
FACSIMILE (914) 681-0875  
RRD@RRD-LAW.COM

September 30, 2008

Circuit City Stores, Inc.  
9954 Mayland Drive  
Richmond, VA 23233-1464  
Attention: Richard Meador  
Risk Management Analyst

**Re: Rate Increase**

Dear Richard:

This is to confirm our recent telephone conversation discussing increase in the hourly rates charged by this office for professional services rendered. As we discussed, this firm has been representing Circuit City Stores, Inc. for at least five years with successful results. During that time we have charged an hourly rate for partners at \$150, associates at \$135, and paralegals at \$75. Unfortunately, over those years our expenses have continuously increased forcing us to increase our rates.

Accordingly, our new rates effective October 1, 2008 are as reflected:

-Partners: \$185  
-Associates: \$150  
-Paralegals: \$ 85

We absolutely look forward to continue representing the interests of Circuit City Stores and to continue the relationship between us. As always, we will work aggressively towards keeping all charges and hourly services to a minimum.

If you have any questions or wish to discuss this matter further, please feel free to contact me.

Very truly yours,

  
Christopher J. Whitton

CJW/mag

The undersigned being duly sworn, deposes and says:


Deponent is not a party to the action, is over 18 years of age and resides in White Plains, New York.

That on April 26, 2012 April 26, 2012, deponent served the annexed **RESPONSE IN OPPOSITION TO LIQUIDATING TRUST'S THIRTY-FIRST OMNIBUS OBJECTION TO CLAIMS** upon:

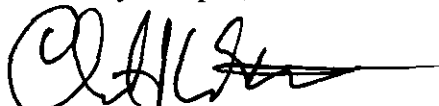
Jeffrey N. Pomerantz, Esq.  
Andrew W. Caine, Esq.  
(admitted *pro hac vice*)  
PACHULSKI STANG ZIEHL & JONES, LLP  
101000 Santa Monica Boulevard  
Los Angeles, California 90067-4100  
310-277-6910  
310-201-0760

Lynn L. Tavenner, Esq. (VA Bar No. 30083)  
Paula S. Beran, Esq. (VA Bar No. 34679)  
TAVENNER & BERAN, PLC  
20 North Eighth Street, 2<sup>nd</sup> Floor  
Richmond, Virginia 23219  
804-783-8300  
804-783-0178

By depositing the same with an overnight delivery service in a wrapper properly addressed to the attorney(s) to the address designated by the attorney for the purpose or, if none were designated, to the attorney(s) last known address. Said delivery was made prior to the latest time designated by the overnight delivery service for the overnight delivery.

  
Melissa Goodman

Sworn to before me this  
26<sup>th</sup> day of April, 2012.

  
Notary Public

CHRISTOPHER J. WHITTON  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 02WH5032883  
QUALIFIED IN WESTCHESTER COUNTY  
COMMISSION EXPIRES SEPTEMBER 6, 20 14

**RENDE, RYAN & DOWNES, LLP**  
**ATTORNEYS AT LAW**

**JAMES J. DOWNES**  
**ROBERT D. RYAN**  
**JOSEPH G. RENDE**  
**FRANK J. CAROLLO**  
**MICHAEL F. GRADY**  
**CHRISTOPHER J. WHITTON**<sup>◊</sup>  
**PATRICIA LACY**<sup>◊</sup>  
**ROLAND T. KOKE**<sup>\*</sup>

**JOHN POLINSKY**  
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<sup>◊</sup>ALSO ADMITTED IN CONNECTICUT  
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**202 MAMARONECK AVENUE**  
**WHITE PLAINS, NEW YORK**  
**10601**  
**(914) 681-0444**  
**FACSIMILE (914) 681-0875**  
**RRD@RRD-LAW.COM**

April 26, 2012

Clerk of the Bankruptcy Court  
United States Bankruptcy Court  
701 East Broad Street Room 4000  
Richmond, Virginia 23219

**Re: In Re: Circuit City Stores, Inc.**  
**Case No.: 08-35653-KRH**

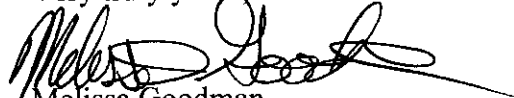
Dear Sir or Madam:

Enclosed please find an original and copy of our Response in Opposition to Liquidating Trust's Thirty-First Omnibus Objection to Claims in regard to the above captioned matter.

Please file the original and mail back a stamped copy in the enclosed self-addressed stamped envelope.

Thank you. Should you have any questions regarding the above, please feel free to contact me.

Very truly yours

  
Melissa Goodman  
Paralegal

/mag  
Enclosure